38-24969-6 FIE		Mann Year	11023
	TRUST DEED	AOV-IIIXY a.c.	1982, between
THIS TRUST DEED, made the	18thday of .Al	gust	,
THIS TRUST DEED, made this CLAUDE M. SMITH AND CA	RMEN G. SMITH	TNC	as Trustee, and
THIS TRUST DEED, made this CLAUDE M. SMITH AND CA husband and wife as Grantor, TRANSAMERICA TITI	E INSURANCE COMPAN	Y . INL.	
as Grantor,		•••••	
as Beneficiary,	WITNESSETH:	rustee in trust, with pow	er of sale, the property
as Beneficiary, Grantor irrevocably grants, ba	rgains, sells and conveyed as: anty, Oregon, described as:	INTY OF KLAMATH,	STATE OF

as Beneficiary, in KLAMATH County, Oregon, described as:

Lot 35 of OLD ORCHARD MANOR, IN THE COUNTY OF KLAMATH, STATE OF OREGON

together with all and singular the tenements, hereditam nts and appurtenances and all other rights thereunto belonging or in anywise of the tenements, issues and profits thereof and all tixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the THRTY ONE THOUSAND FIVE HUNDRED AND NO/100

THIRTY ONE THOUSAND FIVE HUNDRED AND NO/100

THIRTY ONE THOUSAND FIVE HUNDRED AND NO/100

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without lirst having obtained the written consent or approval of the maturity dates expressed therein, shall become immediately due and payable. The debt of alienated by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable. The debt end in the debt security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor agrees:

(a) consent to the making of any map or plat of said property; (b) join in transition and content of the making of any map or plat of said property; (b) in transition and content of the making of any map or plat of said property; (b) in the transition and content of the making of any map or plat of said property; (b) in the transition and contents are contents.

sold, conveyed, assigned or alienated by the grantor without list then, at the beneficiary's option, all obligations secured by this instrument is the security of the security of the grantor without list the theorem immediately due and payable.

To protect the security of this trust deed, drantor agrees:

To protect preserve and maintain and protect in security of this trust deed, drantor agrees:

and repairmit or permit any resource maintain and protect in security of this trust deed, drantor agrees:

and repairmit or permit any resource promptly and be constructed, damaged in the contracted of the security of this trust property in sood condition.

1. For outpet of the security of this trust property in sood conditions and results and property in sood conditions.

1. For comply and present any conditions of the contracted, damaged in the security of the security o

(a) consent to the making of any map or plat of said property; (b) join in any consent to the making of any map or plat of said property; (c) join in any santing any easement or creating any restriction thereon; (c) join in any substitution or other afreement affecting this deed or the fien or charke the control of the constant of the constant of the constant of the constant of the recital shorten of any matters or not shall regally entitled thereto, and the recitals therein of any matters or last shall services mentioned in this paragraph shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be conclusive proof of the truthfulness thereof the services of the conclusive proof of the truthfulness thereof the proof of the pr

waive any delault or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may indebtedness all sums secured hereby immediately due and payable. In such an election and such any proceed to foreclose this trust deed by event the beneficiary after the trustee to foreclose this trust deed by event the beneficiary after the trustee to foreclose this trust deed by a mortgage of the latter event the beneficiary or the trustee shall in equity as a mortgage in the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to set the said described the shall fix the mental proceed to foreclose this trust deed in hereby, whereupon the trustee shall fix the mental place of sale, give notice the manner provided in ORS 65.740 to 86.740 to 86.740 to 86.740 to 80.740 to 80

the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and the trustee. It is not to the time to which said sale may place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either one parcel or in separate parcels and shall sell the parcel or parcels in one parcel or in separate parcels and shall sell the parcel or parcels are shall deliver to the highest bidder for cash, payable at the time of sale. Trustee the postpone of the property so sold, but without any coverant or warranty, express or interpret to sold, but without any coverant or warranty, express or interpret to sold, but without any coverant or warranty, express or interpret to sold, but without any coverant or warranty, express or interpret to sold, but without any coverant or warranty, express or interpret to sold, but without any coverant or warranty, express or interpret to the trusthulness thereof. Any person, excluding the trustee, but including piled. The trustee sells pursuant to the powers provided herein, strike the frantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, strike along the compensation of the trustee and a reasonable charke by provided harding recorded times subsequent to the interest of their priority and (4) the having recorded lines subsequent to the interest of their priority and (4) the surplus, if any, to the granter or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from the time.

surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to the appoint a successor or successor to any trustee papointment, and at those successor to the successor to any trustee appointment, and all this conveyance to the successor trustee, the latter berein named on appointment power and duties conferentment and successor therein named on written powers and duties conferentment and substance treatment are successor to the successo

NOTE. The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, and the company authorized to insure title to real or savings and loan association authorized to do business under the lows of Oregon or the United States, or an escrow agent licensed under ORS 698-505 to 698-505.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-Ine grantor covenants and agrees to and with the peneticiary and those claiming under him, if fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),

This dead analies to increase the family person, are including the increase of commercial purposes other than agricultural purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the singular number includes the context so requires, the

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwslling, use Stevens-Ness Form No. 1305 or equivalent; with the Act is not required, disregard this notice.

Clayle W. SMITH

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NS 93.490J		
STATE OF OR	EGON, County of, 19	
Personally	appeared , 19) ss.
duly sworn, did sa president and that secretary of	y that the former is the the latter is the	who, each being first
a corporation, and corporate seal of sa sealed in behalf of and each of them a and deed, Before me:	that the seal affixed to the foregoid corporation and that the instraction by authority of acknowledged said instrument to	
Votary Public for On	· ·	
My commission expire	s:	(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said have been fully unid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of The undersigned is the legal owner and holder of all indebtedness secured by the toregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of indebtedness secured by said trust deed (which are delivered to you trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of herewith todather with said trust deed. And to reconvey without warranty to the parties designated by the terms of said trust deed to you said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you hard many hald had been said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the DATED:

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. STATE OF OREGON,

	•••••		No. 881) - CO., PORTI	AND, ORE.	=
			***************************************	***************************************	
			***************************************	Grantor	
37) !		•		••••••	.][
==			Be.	neficiary	$\ $

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SPACE RESERVED FOR RECORDER'S USE

County of Klamath ss. I certify that the within instrument was received for record on the
23 day of August 19 82 at. 3:42 o'clock P.M., and recorded in book/reel/volume No...... M. 82...on page 11023 or as document/fee/file/ instrument/microfilm No. 14885 Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn county Clerk

By Oya M. Lican Deputy Fee \$8.00

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